

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CERTIFIED GUARANTY COMPANY,
LLC,

Plaintiff,

v.

ULISES ZANELLO and BREE RIVA,

Defendants.

Case No. 1:24-cv-00797-PKC

**[PROPOSED] STIPULATED
VOLUNTARY PERMANENT
INJUNCTION ORDER**

WHEREAS, the parties have voluntarily entered into a settlement of the above-captioned matter that: (i) fully and fairly resolves all claims that were and could have been asserted; and (ii) does not constitute an admission or acknowledgement of any wrongdoing, fault, or liability whatsoever by any party; and

WHEREAS, as part of that settlement, defendants Ulises Zanello and Bree Riva (collectively, “Defendants”) have voluntarily agreed to the imposition of certain permanent restraints;

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, that Defendants are hereby permanently restrained and enjoined, except to the extent expressly authorized by CGC in writing, from:

(i) distributing, circulating, selling, marketing, offering for sale, advertising, promoting or publicly displaying any comic books graded by CGC and/or in holders bearing CGC’s trademarks (collectively, the “CGC® Marks” and “CGC holders”) or any simulation, reproduction, counterfeit, copy, or colorable imitation of the CGC® Marks;

(ii) making any statement or representation in connection with any future or prospective sale of any comic book that such book has been graded by CGC or is sponsored, approved, or authorized by, or associated or connected with CGC; and

(iii) effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (i) through (ii).

IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the parties hereto, that conduct by non-parties without Defendants' knowledge or authority concerning CGC-graded comic books shall not constitute a breach of this Stipulation, and that conduct pre-dating this Stipulation shall not constitute a breach of this Stipulation.

IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the parties hereto, that neither the terms of this Stipulation nor the fact of its entry shall be deemed an admission or concession on the part of any Party of any fault, wrongdoing, or liability, which all parties expressly deny.

IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the parties hereto, that signatures to this Stipulation transmitted electronically or by facsimile shall be deemed as originals for the purposes of this Stipulation.

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Dated: New York, New York
June 26, 2024

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June 26, 2024

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Dated: Chatham, New Jersey
June 26, 2024

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Attorney for Defendant Bree Riva

SO ORDERED

Dated: New York, New York
6-27, 2024



HON. P. KEVIN CASTEL, U.S.D.J.